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September 7, 2018

Board of Directors  
Voyageur Academy  
4366 Military  
Detroit, MI 48210

COPY

*Re: 2017-2018 School Year Teacher Bonuses*

Dear Voyageur Academy Board of Directors:

I have been retained by the following past teachers who have been denied the payment of their performance bonus: Shaina Geml (\$5,000), Aster Chalmers (\$6,000), Melanie Wiggins (\$1,500), Allison DeMarco (\$7,500), Tamara Burkes (\$5,750), Karen Foster (\$3,500), Jennifer Gleton (\$5,000), Nancy Davis (\$5,750), Lexis Zeidan (\$9,750), Sheza Abubakr (\$3,250) and Lilly Maric (\$5,500).

I have researched this matter thoroughly. I have read the "Performance Bonus System" which clearly indicates that bonuses will be paid to teachers who perform as outlined in the document and who return to teach at the institution or who give proper notice of leaving and complete the school year. The above noted teachers relied upon that writing and acted accordingly. Throughout the school year staff was assured that bonuses would be paid out to performing teachers even if they left employment, but gave proper notice and finished the school year. This continued to induce teachers to go above and beyond in performance. Once the school year was over, it was hinted that the bonuses would not be paid to those teachers who were leaving, but otherwise eligible for the bonuses. It has now come true that teachers who are returning have been notified that they will be receiving their bonuses, but other eligible teachers who are not returning will not receive their bonuses. This is in direct conflict with everything that the teachers received in writing and were told all during the school year. There is written correspondence confirming and encouraging teachers to perform above and beyond even if leaving the following school year, assuring them of getting their bonus.

This is a clear breach of contract and an inducement to act by fraud. I am writing this letter in an attempt to give the Board of Directors an opportunity to do the right thing and keep their end of the agreement. I will give the Board until October 1, 2018 to pay my clients their earned bonuses. If the bonuses are not paid by October 1, 2018, I will initiate legal action and I will let the

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public know just what type of behavior this Charter School believes is appropriate. I understand that there was a mass exodus of teachers and the school needs to reflect inwardly why that is, but it is not appropriate to breach agreements with those teachers.

I look forward to this matter being resolved without litigation as I believe that litigation would be yet another distraction from the school getting back on track to focusing on the education of children.

Should you have any questions or comments, feel free to contact me at the telephone number noted above or on my cell phone at (586) 942-9411.

Very truly yours,

LAW OFFICES OF EARL, EARL AND ROSE, PLLC

  
Caren M. Burdi

CMB:srg